

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4921226

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GOLDMAN SACHS BANK USA	03/31/2018
RECEIVING PARTY DATA	
Name:	AVAYA INC.
Street Address:	4655 GREAT AMERICAN PARKWAY
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	7835774
Patent Number:	7843486
Patent Number:	8095120
Patent Number:	8649493
Application Number:	60558433
Patent Number:	8880035
Patent Number:	8976956
Patent Number:	9025751
Patent Number:	9094524
CORRESPONDENCE DATA	
Fax Number:	(202)663-6363
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2026636000
Email:	raquel.garcia@wilmerhale.com
Correspondent Name:	WILMERHALE, LLP
Address Line 1:	1875 PENNSYLVANIA AVENUE, NW
Address Line 4:	WASHINGTON, D.C. 20006
ATTORNEY DOCKET NUMBER:	2211471.00120US1
NAME OF SUBMITTER:	RAQUEL GARCIA

SIGNATURE:	/RAQUEL GARCIA/
DATE SIGNED:	04/18/2018
Total Attachments: 8 source=Avaya_Security_Agt_Release_by_Goldman_Sachs_and_Assignment#page1.tif source=Avaya_Security_Agt_Release_by_Goldman_Sachs_and_Assignment#page2.tif source=Avaya_Security_Agt_Release_by_Goldman_Sachs_and_Assignment#page3.tif source=Avaya_Security_Agt_Release_by_Goldman_Sachs_and_Assignment#page4.tif source=Avaya_Security_Agt_Release_by_Goldman_Sachs_and_Assignment#page5.tif source=Avaya_Security_Agt_Release_by_Goldman_Sachs_and_Assignment#page6.tif source=Avaya_Security_Agt_Release_by_Goldman_Sachs_and_Assignment#page7.tif source=Avaya_Security_Agt_Release_by_Goldman_Sachs_and_Assignment#page8.tif	

INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT

THIS INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT (this "Release") is made as of March 31, 2018, by and between GOLDMAN SACHS BANK USA as Collateral Agent and AVAYA INC., a Delaware corporation, as the Grantor. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, in connection with that certain Term Loan Credit Agreement, dated as of December 15, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), by and among Avaya Holdings Corp., a Delaware corporation, Avaya Inc., a Delaware corporation (the "Grantor"), the lenders from time to time party thereto, the Collateral Agent and the other agents and entities from time to time party thereto (the "Credit Agreement"), the Grantor entered into (i) that certain Security Agreement, dated as of December 15, 2017 by and among the Grantor, the Collateral Agent and the other grantors party thereto (the "Security Agreement") and (ii) that certain Intellectual Property Security Agreement, dated as of December 15, 2017 among the Grantor, the Collateral Agent and the other grantors party thereto (the "IP Security Agreement"), in each case, pursuant to which the Grantor granted a security interest in certain Intellectual Properties of the Grantor to the Collateral Agent; and

WHEREAS, the Grantor entered into that certain Assignment of Patent Rights (the "Assignment of Patent Rights"), dated as of March 31, 2018, as the assignor, pursuant to which the Grantor assigned, transferred and conveyed certain right, title and interest in certain assets referenced therein to Afiniti, Ltd., a company incorporated under the laws of Bermuda, and a copy of the executed agreement is attached hereto as Exhibit A;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties hereto:

1. The Collateral Agent hereby releases its entire lien on and security interest in all of the Grantor's right, title and interest in, to and under the patents identified on Schedule 1 to the Assignment of Patent Rights which corresponds to Schedule 1 hereto (the "Disposed IP") and authorizes the recordation of this Release with the United States Patent and Trademark Office.

2. The Collateral Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by the Collateral Agent, any and all of the Collateral Agent's right, title and interest in, to and under the Disposed IP and the Collateral Agent hereby releases, terminates and cancels any mortgage, pledge and hypothecate made by the Grantor to the Agent over the Disposed IP pursuant to the IP Security Agreement and the Security Agreement.

3. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

4. The Grantor hereby certifies that the Disposed IP is being sold in compliance with the terms of the Credit Agreement.

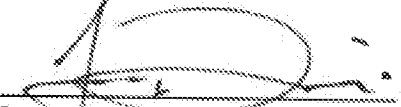
5. The Collateral Agent hereby enters into this release in reliance of Sections 12.3 and 12.13 of the Credit Agreement and the certification by the Grantor in clause 4 of this Release.

6. This Release and the rights and obligations hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed as of the day and year first above written.

GOLDMAN SACHS BANK USA

By: 
Name: _____
Title: **Joshua Desai**
Authorized Signatory

AVAYA INC.

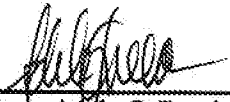
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed as of the day and year first above written.

GOLDMAN SACHS BANK USA

By: _____
Name:
Title:

AVAYA INC.

By:  _____
Name: Adele C. Freedman
Title: Authorized Signatory and
Vice President and Deputy
General Counsel, Corporate
Law

Schedule 1

Patents

<u>Grantor</u>	<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
Avaya Inc.	7835774	US	9/12/06	Removal of local duplication voice on conference calls Jennifer Appell
	7843486	US	4/10/06	Selective muting for conference call participants Colin Blair
	8095120	US	9/28/07	System and method of synchronizing multiple microphone and speaker-equipped devices to create a conferenced area network Colin Blair
	8649493	US	12/27/10	Latency compensation adjunct for teleconference voice switches Paul Roller Michaelis
	60/558433 (Converted)	US	3/31/04	User customizable reverse ring tone Alexander John Grey Beck
	8880035	US	5/6/04	User customizable reverse ring tone Alexander John Grey Beck
	8976956	US	11/14/12	Speaker phone noise suppression method and apparatus Paul Roller Michaelis
	9025751	US	10/1/08	System and method of managing conference calls through the use of filtered lists of participants Paul Roller Michaelis
	102009041847	DE	9/18/09	System und Verfahren zur Verwaltung von Konferenzverbindungen durch Verwendung von gefilterten Teilnehmerlisten Paul Roller Michaelis
	2463963 (Abandoned)	GB	7/29/09	System and method of managing conference calls through the use of filtered lists of participants Paul Roller Michaelis
9094524	US	9/4/12	Enhancing conferencing user experience via components Parameshwaran Krishnan	

Exhibit A

Exhibit B

Assignment of Patent Rights

This assignment of patent rights ("Assignment") is entered into as of March 31, 2018 (the "Effective Date"), by and between Avaya Inc., a Delaware corporation, with principal place of business at 4655 Great American Parkway, Santa Clara, CA 95054 ("Seller"), and Afiniti, Ltd., a company incorporated under the laws of Bermuda with a principal place of business at Crawford House, 50 Cedar Avenue, Hamilton, HM 11, Bermuda ("Buyer").

For good and valuable consideration, the receipt of which is hereby acknowledged, Seller hereby irrevocably assigns, sells, grants, transfers and conveys and agrees to assign, sell, grant, transfer, and convey to Buyer, and Buyer hereby accepts and receives, all right, title, and interest throughout the world in and to the patents identified on Schedule 1 attached hereto.

The terms and conditions of this Assignment will inure to the benefit of Buyer, its successors, assigns, and other legal representatives and will be binding upon Seller, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date. The individuals signing for the parties represent and warrant that he or she has authority to sign for and enter into this Assignment on behalf of the respective parties.

Seller:

Avaya Inc.

By: 

Name: ELIZABETH MCCARTHY

Title: VP Law

Date: 3/31/18

Buyer:

Afiniti, Ltd.

By: 

Name: Zia Chishti

Title: Director

Date: March 31, 2018

Schedule 1

<u>Patent No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent</u>	<u>First Named Inventor</u>
7835774	US	9/12/06	Removal of local duplication voice on conference calls	Jennifer Appell
7843486	US	4/10/06	Selective muting for conference call participants	Colin Blair
8095120	US	9/28/07	System and method of synchronizing multiple microphone and speaker-equipped devices to create a conferenced area network	Colin Blair
8649493	US	12/27/10	Latency compensation adjunct for teleconference voice switches	Paul Roller Michaelis
60/558433 (Converted)	US	3/31/04	User customizable reverse ring tone	Alexander John Grey Beck
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9094524	US	9/4/12	Enhancing conferencing user experience via components	Parameshwaran Krishnan

PATENT